

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: IFB-600354-08/GMG – Term Contract for Sale of Fill Dirt Material

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award IFB-600354-08/GMG – Term Contract for Sale of Fill Dirt Material to Al Bailey Trucking, Orlando.

County-wide

Ray Hooper

BACKGROUND:

IFB-600354-08/GMG provides for the sale of surplus dirt material, waste concrete and miscellaneous reinforced concrete generated from ditch cleaning, excavation and sidewalk replacement activities. The County publicly advertised this project and received two (2) submittals in response to the solicitation. Recycled Concrete Products, Inc. withdrew their submittal. Al Bailey Trucking agrees to compensate the County \$0.55/cubic yard for the dirt material and \$0.15/cubic yard of waste concrete.

Both materials are periodically available at three (3) County locations: Yankee Lakes, Oviedo 426 Yard and Dike Road Facility. Each of these sites are equipped with loaders. Availability and pick-up arrangements will be made one (1) week in advance and County personnel will be available to load Contractor's trucks.

This agreement shall take effect on the day of its execution and shall remain in effect for a period of three (3) years. This agreement may be renewed upon mutual agreement of the parties for three (3) additional terms not to exceed one (1) year each.

STAFF RECOMMENDATION:

Staff recommends the Board to award IFB-600354-08/GMG – Term Contract for Sale of Fill Dirt Material to Al Bailey Trucking, Orlando, Florida.

ATTACHMENTS:

1. Tabulation Sheet
2. Letter of Bid Withdrawal
3. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**B.C.C. - SEMINOLE COUNTY, FL
IFB TABULATION SHEET**

IFB NUMBER: IFB-600354-08/GMG

IFB TITLE: Term Contract for Sale of Dirt Fill Material

DUE DATE: April 2, 2008 at 2:00 P.M.

ALL IFB'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. IFB DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY IFB'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER IFB DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

	Response 1	Response 2
	Recycled Concrete Products, Inc.. 1520 Tallapoosa Dr. . Geneva, FL 32732 <div style="text-align: center;">WITHDREW BID</div> (407) 365-2661 – Phone (407) 349-9378 – Fax Camellia L. Clark- Vice President.	Al Bailey Trucking 2113 Autumn View Dr. Orlando, FL 32825 (407) 467-4797- Phone (407) 281-0572 – Fax Al Bailey – President
Dirt material	\$1.01/cu. yd	\$0.55/cu.yd.
Waste concrete	\$0.51/cu.yd.	\$0.15/cu.yd.
Misc. reinforced concrete	\$0.25/cu.yd.	NB

Tabulated by Gloria M. García, Senior Procurement Analyst - Posted 4/2/08 @ 4:30 PM

Recommendation of award: Al Bailey Trucking Posted: 4/24/2008
BCC Award Date: June 10, 2008

**Recycled Concrete Products, Inc.**

P.O. Box 620898
Oviedo, Florida 32762-0898
(407) 349-9378

April 24, 2008

Ms. Gloria M. Garcia, CPPB
Senior Procurement Analyst
Seminole County
1101 E. 1st Street, Room 3028
Sanford, Florida 32771

Re: Invitation for Bid - IFB-600354-08/GMG
Term Contract for Sale of Dirt Fill Material

Dear Ms. Garcia:

As per our telephone conversation of today, I am respectfully requesting to decline the award of bid and ask to be relieved and removed from the proposal submitted to your office for the above referenced project. It is my understanding, after our telephone conversation, that we have no legal requirements and/or monetary obligations with Seminole County as we have not yet executed a Term Contract for the fill dirt. I am requesting that you initial this letter and return via facsimile to (407) 349-9378 acknowledging same.

I apologize for the inconvenience that this may cause your office and ask that you offer the project to the next person/company in line for bid.

Thank you for your consideration and again, I apologize that we must decline this award and hope that we may be considered for future projects with Seminole County.

Sincerely,

A handwritten signature in black ink, appearing to read "Camellia L. Clark", written over a horizontal line.

Camellia L. Clark
Vice President

**TERM CONTRACT FOR SALE OF DIRT FILL MATERIAL
(IFB-600354-08/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **AL BAILEY TRUCKING**, duly authorized to conduct business in the State of Florida, whose address is 2113 Autumn View Drive, Orlando, Florida 32825, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to purchase dirt fill material from Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent and qualified to purchase dirt fill material from COUNTY and desires to purchase dirt fill material according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONTRACTOR agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to purchase dirt fill material as further described in the Scope of Services attached hereto as Exhibit A.

SECTION 2. COMPENSATION AND PAYMENT.

(a) The CONTRACTOR agrees to pay to the COUNTY for the dirt fill material called for under this Agreement fees as indicated in Exhibit B attached hereto. CONTRACTOR shall purchase all dirt fill material as offered by the COUNTY pursuant to the Scope of Services at the prices as indicated in Exhibit B.

(b) Payments shall be made to CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. CONTRACTOR may invoice amounts due based on the total required services actually performed and completed. Upon review and approval of CONTRACTOR's invoice, COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONTRACTOR the approved amount.

SECTION 3. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed.

(b) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONTRACTOR's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment by CONTRACTOR under the terms of this Agreement, COUNTY shall refund such overpayment to CONTRACTOR within thirty (30) days of notice by CONTRACTOR.

SECTION 4. TERM. This Agreement shall take effect on the date of its execution by the parties and shall remain in effect for a period of three (3) years. This Agreement may be renewed upon mutual agreement of the parties for three (3) additional terms not to exceed one (1) year

each.

SECTION 5. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, CONTRACTOR shall be ~~liable~~ to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY.

(e) The rights and remedies of COUNTY provided for in this clause are in addition to any and all other rights and remedies provided by law or under this Agreement.

SECTION 6. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

SECTION 7. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION 8. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the

other party and in such cases only by a document of equal dignity herewith.

SECTION 9. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 10. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees and agents against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the provision of services hereunder by CONTRACTOR.

SECTION 11. INSURANCE.



(a) GENERAL. CONTRACTOR shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONTRACTOR,

CONTRACTOR shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONTRACTOR shall within thirty (30) days after receipt of the request provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies

authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard

Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Products/Completed Operations Aggregate	\$500,000.00
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00
Fire Damage (any one fire)	\$500,000.00
Medical Expense (any one Person)	\$500,000.00

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

Each Occurrence Bodily	\$500,000.00
Injury and Property Damage	
Liability Combined	

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 12. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 13. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 14. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters

contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 15. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 16. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 17. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 18. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 19. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and

Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 20. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Roads & Stormwater Division
177 Bush Loop
Sanford, FL 32773



For CONTRACTOR:

Al Bailey Trucking
2113 Autumn View Drive
Orlando, FL 32825

SECTION 21. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

SECTION 22. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and

shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

AL BAILEY TRUCKING

_____, Secretary

By: _____
_____, President

(CORPORATE SEAL)

Date: _____

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
CYNTHIA A. COTO, County Manager

Print Name

Date: _____

Witness

Print Name

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.



For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

AEC/lpk/sjs

2/15/08, 4/23/08, 4/28/08

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Attachments:

Exhibit A - Scope of Services

Exhibit B - Fee Schedule

EXHIBIT A

Section 1 General Description of Project

Sale of Dirt Fill Material

Seminole County Government is offering the following fill type materials:

Dirt material: This material is generated by ditch cleaning and other excavation activities. It is sifted mechanically to remove debris larger than four inches. There are no guarantees as to the composition of the soils, but it can be inspected prior to purchase. *The County generates approximately 10,000 cubic yards of excess dirt per year.*

Waste concrete: This is almost all generated by sidewalk replacement activities. It consists of broken sidewalk panels with no reinforcement. *The County generates approximately 1,500 cubic yards annually.* There is also a smaller amount of miscellaneous reinforced concrete from pipe replacement and demolition work. *The County generates approximately 200 cubic yards and it can vary in size.*

Both materials are periodically available at several sites throughout Seminole County. Availability and pick-up arrangements should be made one week in advance so County personnel can be available to load purchaser's trucks. **Contact person: Linda Robbins Phone number: 407-665-5321**

Section 3
Price Submittal

PROJECT: **Sale of Dirt Fill Material**

COUNTY CONTRACT NO. **IFB-600354-08/GMG**

Name of Bidder: AL Bailey

Mailing Address: 2113 Autumn View Dr

Street Address: _____

City/State/Zip: Orlando FL 32825

Phone Number: (407) 467-4797

FAX Number: (407) 281-0572

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder hereby agrees to offer a firm, fixed price and/or other considerations for the above mentioned property, and furnish all in strict conformity Bid Documents, including Addenda Nos. _____ through _____, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

The undersigned, as Bidder, proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>EST. ANNUAL QTY.</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
001	Dirt material	10,000	cu. yd	\$ <u>55</u>	\$ <u>5,500.00</u>
002	Waste concrete	1,500	cu. yd.	\$ <u>15</u>	\$ <u>255.00</u>
003	Misc reinforced concrete	200	cu. yd.	\$ _____	\$ _____

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 31st day of March, 2008.

AL BAILEY
(Name of BIDDER)

AL Bailey
(Signature of person signing this BID FORM)

AL Bailey
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)